TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GameLogic, Inc.		11/19/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Velocity Financial Group, Inc.	
Street Address:	10255 Higgins Road	
Internal Address:	Suite 630	
City:	Rosemont	
State/Country:	ILLINOIS	
Postal Code:	60018	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 141

Property Type	Number	Word Mark		
Registration Number:	2865746	POPSTER		
Registration Number:	2865747	POPSTER		
Registration Number:	2922813	TOP ROLL		
Registration Number:	2934933	UKBINGO		
Registration Number:	2946711	BINGO SOCIETY		
Registration Number:	2968435	BINGO SOCIETY		
Registration Number:	2984135	GOBBLER		
Registration Number:	2984136	GOBBLER		
Registration Number:	2986379	PRIZESTAR		
Registration Number:	2986380	PRIZE STAR		
Registration Number:	3001143	POPSTER		
Registration Number:	3002690	TOP ROLL		
Registration Number:	3003794	WINGO		

TRADEMARK "REEL: 003902 FRAME: 0672

900122610

Registration Number:	3005038	GAMELOGIC	
Registration Number:	3009104	WINGO	
Registration Number:	3014983	TOP ROLL	
Registration Number:	3018367	WINGO	
Registration Number:	3080396	GREEN MAGIC	
Registration Number:	3159841	THREE BLIND DICE	
Registration Number:	3174978	GRAPES OF CASH	
Registration Number:	3184555	GOLDEN FORTUNES	
Registration Number:	3184581	BINGO BLISS	
Registration Number:	3184582	STAR-STUDDED SOLITAIRE	
Registration Number:	3184671	JACKPOT JURY	
Registration Number:	3184714	CASH CAVE-IN	
Registration Number:	3184715	WINSOME FRUIT	
Registration Number:	3199676	PYRAMID PAYOUT	
Registration Number:	3211778	WINBALL	
Registration Number:	3218790	FOUNTAIN OF CASH	
Registration Number:	3231163	LUNAR LUCK	
Registration Number:	3237968	CASH SPIN OUT	
Registration Number:	3240505	CRACKPOT JACKPOT	
Registration Number:	3240632	JACKPOT JONAH'S WINNER WHALE	
Registration Number:	3261877	THREE BLIND DICE	
Registration Number:	3269032	WINBALL	
Registration Number:	3276030	FLASHERS	
Registration Number:	3276031	FLASHERS	
Registration Number:	3276032	PRIZETV	
Registration Number:	3276033	PRIZETV	
Registration Number:	3276068	GREEN MAGIC	
Registration Number:	3282439	LUCKY LADY LIBERTY	
Registration Number:	3286786	PRIZE REEL	
Registration Number:	3286848	CASH LINE POKER	
Registration Number:	3298731	POPSTER	
Registration Number:	3303395	TOP ROLL	
Registration Number:	11		
Registration Number.	3303705	ROYAL DRAGON PAI GOW	
Registration Number:	3303705 3308126	GAMELOGIC	

Registration Number:	3309084	BILLIONSCASINO		
Registration Number:	3309462	BAYOU BONANZA		
Registration Number:	3313707	LUNAR LUCK		
Registration Number:	3319514	PRIZE REEL		
Registration Number:	3319931	FOUNTAIN OF CASH		
Registration Number:	3325538	DON'T JUST SIT THERE - WIN SOMETHING!		
Registration Number:	3325692	CASH SPIN OUT		
Registration Number:	3325735	PLAY AWAY		
Registration Number:	3330653	PLAYAWAY		
Registration Number:	3330654	GRAPES OF CASH		
Registration Number:	3330853	CRACKPOT JACKPOT		
Registration Number:	3330854	CRACKPOT CASH		
Registration Number:	3330855	JACKPOT JURY		
Registration Number:	3330912	CASH CAVE-IN		
Registration Number:	3330913	WINSOME FRUIT		
Registration Number:	3330914	MONEY HAND BLACKJACK		
Registration Number:	3335886	WINGO		
Registration Number:	3349863	WIN POP		
Registration Number:	3353200	BLADDER BREAK		
Registration Number:	3357098	GOLDEN FORTUNES		
Registration Number:	3357117	BINGO BLISS		
Registration Number:	3357119	STAR-STUDDED SOLITAIRE		
Registration Number:	3357190	CASH LINE POKER		
Registration Number:	3360631	CASH COOP		
Registration Number:	3360632	CASH COOP		
Registration Number:	3363193	CRACKPOT CASH		
Registration Number:	3363208	MONEY HAND BLACKJACK		
Registration Number:	3363467	MATCH 3 BONANZA		
Registration Number:	3363468	MATCH 3 BONANZA		
Registration Number:	3363513	BAYOU BONANZA		
Registration Number:	3374007	BILLIONSCASINO		
Registration Number:	3395701	MONEY BUNNY		
Registration Number:	3406486	WAGERWHEEL		
Registration Number:	3406532	LOBSTER ROCKET		
Registration Number:	3412620	CELEBRITY ASTROLOGY WHEEL		

REEL: 003902 FRAME: 0674

Registration Number:	3413147	TEXAS SLIDE 'EM	
Registration Number:	3415514	CASH INVADERS	
Registration Number:	3415539	MOOLAH MARATHON	
Registration Number:	3415596	CASHADEMIA	
Registration Number:	3415600	ICE GOLD	
Registration Number:	3415623	FREE SPOT BINGO	
Registration Number:	3415624	FREE SPOT BINGO	
Registration Number:	3419742	PRIZE POP	
Registration Number:	3419779	CARAT HEIST	
Registration Number:	3419792	QUICKPICK BINGO	
Registration Number:	3424255	WINAWAY	
Registration Number:	3425519	CASINO SAFE CRACKER	
Registration Number:	3425520	CASINO SAFE CRACKER	
Registration Number:	3428432	CHANNEL 777	
Registration Number:	3432546	GUTS POKER MANIA	
Registration Number:	3433017	CHANNEL 777	
Registration Number:	3442207	PRIZE WORD SOLITAIRE	
Registration Number:	3442534	CASH CRYSTALS	
Registration Number:	3442535	CASH CRYSTALS	
Registration Number:	3446014	GENIE'S GOLDEN LAMP	
Registration Number:	3446449	BLACK CAT BINGO	
Registration Number:	3446457	HOT STICKS	
Registration Number:	3446464	CASHADEMIA	
Registration Number:	3450796	PRIZE CAVE	
Registration Number:	3450800	LUCKYGRAM	
Registration Number:	3450822	ICE GOLD	
Registration Number:	3450829	PRIZE CRACKER	
Registration Number:	3450845	MONEY ROUND	
Registration Number:	3450848	PITBULL PAI GOW POKER	
Registration Number:	3450849	COLOSSAL KENO	
Registration Number:	3455278	CRYSTAL BALL CASH	
Registration Number:	3455279	CRYSTAL BALL CASH	
Registration Number:	3478089	PIT CREW PAYOUT	
Registration Number:	3478090	PEG LEG'S PLUNDER	
Registration Number:	3478091	PEG LEG'S PLUNDER	
		TRADEMARK	

Registration Number:	3482048	HAVE A NICE WIN		
Registration Number:	3482240	PIT CREW PAYOUT		
Registration Number:	3496982	PEER PLAY		
Registration Number:	3497016	MONEY ROUND		
Serial Number:	78338909	PRIZE CARD SOLITAIRE		
Serial Number:	78445419	PRIZEGRAM		
Serial Number:	78445384	PRIZEGRAM		
Serial Number:	78467188	PRIZE SPY		
Serial Number:	78467255	PRIZE SPY		
Serial Number:	78467185	THE SCIENCE OF FUN		
Serial Number:	78477933	ROLLVOYANCE		
Serial Number:	78477929	ROLLVOYANCE		
Serial Number:	78493853	PEER PLAY		
Serial Number:	78515917	LETTER LOOT		
Serial Number:	78525332	SWEET FORTUNES		
Serial Number:	78626842	INSTANT SECOND CHANCE		
Serial Number:	78655235	PREVEAL		
Serial Number:	78655240	PREVEAL		
Serial Number:	78671096	JACKPOT JONAH'S WINNER WHALE		
Serial Number:	78828487	TEN PIN PAYOUT		
Serial Number:	78828904	TEXAS SLIDE 'EM		
Serial Number:	77523841	EZSTAKES		
Serial Number:	77546476	POP OR PASS		

CORRESPONDENCE DATA

Fax Number: (224)567-6601

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2245676600

Email: janderson@velocityfg.com

Correspondent Name: James Anderson
Address Line 1: 10255 Higgins Road

Address Line 2: Suite 630

Address Line 4: Rosemont, ILLINOIS 60018

NAME OF SUBMITTER:	Sean Etheridge
Signature:	/Sean Etheridge/
Date:	12/05/2008
	TRADEMARK

REEL: 003902 FRAME: 0676

Total Attachments: 11

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TRADEMARK GRANT OF SECURITY INTEREST

This Trademark Grant of Security Interest (this "Agreement") is dated the 19th day of November, 2008, between GameLogic Inc., a Delaware corporation ("Grantor"), which maintains its chief executive office and principal place of business located at 411 Waverly Oaks Road, Suite 312, Waltham, Massachusetts 02452 and Velocity Financial Group, Inc., with its chief executive office and principal place of business located at 8501 W. Higgins Road, Suite 420, Chicago, Illinois 60631 (together with its successors and assigns, the "Secured Party").

RECITALS

- A. Grantor owns the trademarks, trademark registrations, trademark applications and is a party to the trademark licenses listed on <u>Schedule 1</u> hereto.
- B. Secured Party and Grantor are parties to a Senior Loan and Security Agreement dated November 19, 2008 (the "Loan Agreement") and certain ancillary documents entered into in connection with the Loan Agreement, all as may be amended restated, supplemented, modified or otherwise in effect from time to time (hereinafter, with the Loan Agreement, referred to collectively as the "Loan Documents").
- Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (a) all trademarks (registered, common law or otherwise), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof, (c) any written agreement granting any right or license to Grantor to use any trademark or trademark registration (the "Trademark Licenses") owned by others, and (d) all proceeds thereof.
- D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all the Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the Trademarks and Trademark applications and the Trademark Licenses listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the

world and the goodwill of the business to which each of the Trademarks relates (all of the foregoing are collectively called the "Trademark Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.

2. Grantor represents, warrants and covenants that:

- (a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Grantor is licensed to use), free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens;
- (b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable;
- (c) To the best of Grantor's knowledge, the Trademark Collateral is valid and enforceable;
- (d) To the best of Grantor's knowledge, no claim has been made that the use of any of the Trademark Collateral does or may infringe or violate the rights of any third person;
- (e) Grantor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless Grantor determines that such Trademark Collateral is no longer useful in Grantor's business and discontinuance of such Trademark Collateral is in the best interests of Grantor; and
- (g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.
- 3. Grantor agrees that, until all of the Obligations shall have been indefeasibly satisfied in full, it will not enter into any agreement relating to Grantor's Trademarks (for example, a license agreement), except as permitted under the Loan Agreement, without Secured Party's prior written consent.
- 4. If, before the Obligations shall have been indefeasibly satisfied in full, Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Secured Party prompt written notice thereof.

- 5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any future Trademarks or other rights described in paragraphs 1 and 4 hereof.
- If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Documents, those allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived to the extent permitted by applicable law, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in the manner set forth in Section 9.06 of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its Transferee (defined in paragraph 14 below) may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold.
- 7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer of Secured Party as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Obligations following an Event of Default. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.
- 8. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse and indemnify Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral, to the extent required under Section 10.03 of the Loan Agreement.
- 9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in

connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Grantor on demand by Secured Party and until so paid, after the expiration of any grace period applicable thereto, shall bear interest at the Default Rate.

- 10. Grantor shall have the duty to prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter until the Obligations shall have been indefeasibly paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral unless such Trademark Collateral is in no way material to the conduct of the Grantor's business or operations. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. The Grantor shall not abandon any Trademark Collateral without the consent of Secured Party, which consent shall not be unreasonably withheld, unless such Trademark Collateral is in no way material to the conduct of the Grantor's business or operations.
- 11. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Documents, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- Agreement, Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee") without notice to or consent of Grantor. After such assignments the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.
- 15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

- obligations of the parties shall be governed by the internal laws of the State of Illinois, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the UCC govern any aspect of this Agreement, the UCC as the same is, from time to time, in effect in the State of Illinois shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the UCC as the same is, from time to time, in effect in a jurisdiction other than the State of Illinois, then such jurisdiction's UCC, as in effect, from time to time, shall govern only to the extent required by applicable law.
- This Agreement has been delivered to Lender in the State of Illinois, and shall have been accepted by Lender in the State of Illinois. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. The parties hereto agree that any suit, action or proceeding with respect to this Agreement shall be brought and maintained exclusively in the courts of the State of Illinois or in the United States District Court for the Northern District of Illinois; provided, that nothing in this Agreement shall be deemed or operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction if such action is brought in connection with enforcing any of Lender's rights against Borrower or with respect to the Trademark Collateral. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of those courts for the purpose of any such suit, action or proceeding. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any such court referred to above, and hereby further irrevocably waive any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 10.05 of the Loan Agreement.

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[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, each of executed this Agreement as of the day and y	the parties hereto, by their respective officers, have year first above written.
	GAMELOGIC INC. By:
	Name: BHW E. Taylor, JK Title: Propert + CEO
	· · ·
	VELOCITY FINANCIAL GROUP, INC.
	By:

Signature Page to Trademark Grant of Security Interest

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

GAI	MEL	OGIC	JINC	j.	

By:	 	 	
By: Name:			
Title:			
1140.	 		

VELOCITY FINANCIAL GROUP, INC.

By:
Name:

Title:

Prasidat

SCHEDULE 1 TO TRADEMARK GRANT OF SECURITY INTEREST

	TRADEMARKS:					
Name	Date Filed or Issued	Serial Number	Status			
POPSTER	20-Jul-2004	2,865,746	Registered			
POPSTER	20-Jul-2004	2,865,747	Registered			
TOP ROLL	01-Feb-2005	2,922,813	Registered			
UKBINGO AND	22-Mar-2005	2,934,933	Registered			
DESIGN BINGO SOCIETY	03-May-2005	2,946,711	Registered			
BINGO SOCIETY BINGO SOCIETY	12-Jul-2005	2,968,435	Registered			
GOBBLER	09-Aug-2005	2,984,135	Registered			
GOBBLER	09-Aug-2005	2,984,136	Registered			
PRIZE STAR	16-Aug-2005	2,986,379	Registered			
PRIZE STAR	16-Aug-2005	2,986,380	Registered			
			Registered			
POPSTER AND DESIGN	27-Sep-05	3,001,143	Registered			
TOP ROLL	27-Sep-05	3,002,690	Registered			
WINGO AND DESIGN	4-Oct-05	3,003,794	Registered			
GAMELOGIC	5-Oct-05	3,005,038	Registered			
WINGO	25-Oct-05	3,009,104	Registered			
TOP ROLL AND DESIGN	15-Nov-205	3,014,983	Registered			
WINGO	22-Nov-05	3,018,367	Registered			
GREEN MAGIC	11-Apr-06	3,080,396	Registered			
THREE BLIND DICE	17-Oct-06	3,159,841	Registered			
GRAPES OF CASH	21-Nov-06	3,174,978	Registered			
GOLDEN FORTUNES	12-Dec-06	3,184,555	Registered			
BINGO BLISS	12-Dec-2006	3,184,581	Registered			
STAR-STUDDED SOLITAIRE	12-Dec-06	3,184,582	Registered			
JACKPOT JURY	12-Dec-06	3,184,671	Registered			
CASH CAVE-IN	12-Dec-2006	3,184,714	Registered			
WINSOME FRUIT	12-Dec-06	3,184,715	Registered			
PYRAMID PAYOUT	16-Jan-07	3,199,676	Registered			
WINBALL	20-Feb-07	3,211,778	Registered			
FOUNTAIN OF CASH	13-Mar-2007	3,218,790	Registered			
LUNAR LUCK	17-Apr-07	3,231,163	Registered			
CASH SPIN OUT	01-May-2007	3,237,968	Registered			
CRACKPOT JACKPOT	08-May-2007	3,240,505	Registered			
JACKPOT JONAH'S WINNER WHALE	8-May-07	3,240,632	Registered			
THREE BLIND DICE	10-Jul-07	3,261,877	Registered			
WINBALL	24-Jul-07	3,269,032	Registered			
FLASHERS	07-Aug-2007	3,276,030	Registered			
FLASHERS	07-Aug-2007	3,276,031	Registered			
PRIZETV	7-Aug-07	3,276,032	Registered			
PRIZETV	7-Aug-07	3,276,033	Registered			

Name	Date Filed or Issued	Serial Number	Status
GREEN MAGIC	7-Aug-07	3,276,068	Registered
LUCKY LADY LIBERTY	21-Aug-07	3,282,439	Registered
PRIZE REEL	28-Aug-07	3,286,786	Registered
CASH LINE POKER	28-Aug-2007	3,286,848	Registered
POPSTER AND DESIGN	6-Nov-07	3,298,731	Registered
TOP ROLL AND DESIGN	2-Oct-07	3,303,395	Registered
ROYAL DRAGON PAI GOW	2-Oct-07	3,303,705	Registered
GAMELOGIC	9-Oct-07	3,308,126	Registered
CARAT HEIST	07-Oct-2007	3,308,194	Registered
BILLIONSCASINO	09-Oct-2007	3,309,084	Registered
BAYOU BONANZA	09-Oct-2007	3,309,462	Registered
LUNAR LUCK	16-Oct-07	3,313,707	Registered
PRIZE REEL	23-Oct-07	3,319,514	Registered
FOUNTAIN OF CASH	23-Oct-2007	3,319,931	Registered
DON'T JUST SIT THERE - WIN SOMETHING!	30-Oct-2007	3,325,538	Registered
CASH SPIN OUT	30-Oct-2007	3,325,692	Registered
PLAYAWAY	30-Oct-07	3,325,735	Registered
PLAYAWAY	6-Nov-07	3,330,653	Registered
GRAPES OF CASH	6-Nov-07	3,330,654	Registered
CRACKPOT JACKPOT	06-Nov-2007	3,330,853	Registered
CRACKPOT CASH	06-Nov-2007	3,330,854	Registered
JACKPOT JURY	6-Nov-07	3,330,855	Registered
CASH CAVE-IN	06-Nov-2007	3,330,912	Registered
WINSOME FRUIT	6-Nov-07	3,330,913	Registered
MONEY HAND BLACKJACK	6-Nov-07	3,330,914	Registered
WINGO AND DESIGN	13-Nov-07	3,335,886	Registered
WIN POP	4-Dec-07	3,349,863	Registered
BLADDER BREAK	11-Dec-2007	3,353,200	Registered
GOLDEN FORTUNES	18-Dec-07	3,357,098	Registered
BINGO BLISS	18-Dec-2007	3,357,117	Registered
STAR-STUDDED SOLITAIRE	18-Dec-07	3,357,119	Registered
CASH LINE POKER	18-Dec-2007	3,357,190	Registered
CASH COOP	25-Dec-2007	3,360,631	Registered
CASH COOP	25-Dec-2007	3,360,632	Registered
CRACKPOT CASH	01-Jan-2008	3,363,193	Registered
MONEY HAND BLACKJACK	1-Jan-08	3,363,208	Registered
MATCH 3 BONANZA	1-Jan-08	3,363,467	Registered
MATCH 3 BONANZA	1-Jan-08	3,363,468	Registered
BAYOU BONANZA	01-Jan-2008	3,363,513	Registered
BILLIONSCASINO	22-Jan-2008	3,374,007	Registered
MONEY BUNNY	11-Mar-08	3,395,701	Registered
WAGERWHEEL	1-Apr-08	3,406,486	Registered

Name	Date Filed or Issued	Serial Number	Status
LOBSTER ROCKET	1-Apr-08	3,406,532	Registered
CELEBRITY	15-Apr-2008	3,412,620	Registered
ASTROLOGY WHEEL			Š
TEXAS SLIDE 'EM	15-Apr-08	3,413,147	Registered
CASH INVADERS	22-Apr-2008	3,415,514	Registered
MOOLAH	22-Apr-08	3,415,539	Registered
MARATHON			
CASHADEMIA	22-Apr-2008	3,415,596	Registered
ICE GOLD	22-Apr-2008	3,415,600	Registered
FREE SPOT BINGO	22-Apr-2008	3,415,623	Registered
FREE SPOT BINGO	22-Apr-2008	3,415,624	Registered
PRIZE POP	29-Apr-08	3,419,742	Registered
CARAT HEIST	29-Apr-2008	3,419,779	Registered
QUICKPICK BINGO	29-Apr-08	3,419,792	Registered
WINAWAY	6-May-08	3,424,255	Registered
CASINO SAFE	13-May-2008	3,425,519	Registered
CRACKER			
CASINO SAFE	13-May-2008	3,425,520	Registered
CRACKER			
CHANNEL 777	13-May-2008	3,428,432	Registered
GUTS POKER MANIA	20-May-2008	3,432,546	Registered
CHANNEL 777	20-May-2008	3,433,017	Registered
PRIZE WORD	3-Jun-08	3,442,207	Registered
SOLITAIRE		2.442.524	
CASH CRYSTALS	03-Jun-2008	3,442,534	Registered
CASH CRYSTALS	03-Jun-2008	3,442,535	Registered
GENIE'S COLDEN	10-Jun-2008	3,446,014	Registered
BLACK CAT BINGO	10-Jun-2008	3,446,449	Registered
HOT STICKS	10-Jun-2008	3,446,457	Registered
CASHADEMIA	10-Jun-2008	3,446,464	Registered
PRIZE CAVE	17-Jun-08	3,450,796	Registered
LUCKYGRAM	17-Jun-2008	3,450,800	Registered
ICE GOLD	17-Jun-2008	3,450,822	Registered
PRIZE CRACKER	17-Jun-08	3,450,829	Registered
MONEY ROUND	17-Jun-08	3,450,845	Registered
PITBULL PAI GOW	17-Jun-08	3,450,848	Registered
POKER	17 3411 00	2,120,010	110810100
COLOSSAL KENO	17-Jun-2008	3,450,849	Registered
CRYSTAL BALL	24-Jun-2008	3,455,278	Registered
CASH			
CRYSTAL BALL	24-Jun-2008	3,455,279	Registered
CASH		1 ' '	
PIT CREW PAYOUT	29-Jul-08	3,478,089	Registered
PEG LEG'S PLUNDER	29-Jul-08	3,478,090	Registered
PEG LEG'S PLUNDER	29-Jul-08	3,478,091	Registered
HAVE A NICE WIN	05-Aug-2008	3,482,048	Registered
PIT CREW PAYOUT	05-Aug-2008	3,482,240	Registered
PEER PLAY	2-Sep-08	3,496,982	Registered
MONEY ROUND	2-Sep-08	3,497,016	Registered

TRADEMARK APPLICATIONS:					
Name	Date Filed	Serial Number	Status		
PRIZE CARD	10-Dec-2003	78/338,909	Allowed		
SOLITAIRE	00 1-1 2004	79/445 410	A 11 J		
PRIZEGRAM	02-Jul-2004	78/445,419	Allowed		
PRIZEGRAM	02-Jul-2004	78/445,384	Allowed		
PRIZE SPY	13-Aug-2004	78/467,188	Allowed		
PRIZE SPY	13-Aug-2004	78/467,255	Allowed		
THE SCIENCE OF FUN	13-Aug-2004	78/467,185	Allowed		
ROLLVOYANCE	02-Sep-2004	78/477,933	Published		
ROLLVOYANCE	02-Sep-2004	78/477,929	Allowed		
PEER PLAY	04-Oct-2004	78/493,853	Allowed		
LETTER LOOT	12-Nov-2004	78/515,917	Allowed		
SWEET FORTUNES	01-Dec-2004	78/525,332	Allowed		
INSTANT SECOND CHANCE	10-May-2005	78/626,842	Allowed		
PREVEAL	21-Jun-2005	78/655,235	Allowed		
PREVEAL	21-Jun-2005	78/655,240	Allowed		
JACKPOT JONAH'S WINNER WHALE	15-Jul-2005	78/671,096	Allowed		
TEN PIN PAYOUT	03-Mar-2006	78/828,487	Allowed		
TEXAS SLIDE 'EM	03-Mar-2006	78/828,904	Allowed		
EZSTAKES	16-Jul-2008	77/523,841	Pending		
POP OR PASS	13-Aug-2008	77/546,476	Pending		

${\bf TRADEMARK\ LICENSES} - {\bf NONE}$

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TRADEMARK REEL: 003902 FRAME: 0688

RECORDED: 12/05/2008